

# CHANNEL VIEW ADDITION

A REPLAT OF PART OF LOT 2, SURVEYOR'S PLAT 34  
SALINA, SALINE COUNTY, KANSAS

## SURVEYOR'S CERTIFICATE

STATE OF KANSAS }  
COUNTY OF SALINE } SS

I, the undersigned, do hereby certify that I am a licensed professional engineer in the State of Kansas, with experience and proficiency in land surveying; that the heretofore described property was surveyed and subdivided by me, or under my supervision; that all subdivision regulations of the City of Salina, Kansas, have been complied with in the preparation of this plat; and that all of the monuments shown herein actually exist and their positions are correctly shown to the best of my knowledge and belief.

Given under my hand and seal at Salina, Kansas, this 10th day of May, A.D. 1979.

Kenneth N. Whit

## OWNER'S CERTIFICATE

STATE OF KANSAS }  
COUNTY OF SALINE } SS

This is to certify that the undersigned is the owner of the land described in the plat, and that he has caused the same to be surveyed and subdivided as indicated thereon, for the uses and purposes therein set forth, and does hereby acknowledge and adopt the same under the style and title thereon indicated.

All street rights-of-way as shown on this plat are hereby dedicated to the public. An easement or license to the public to locate, construct and maintain or authorize the location, construction and maintenance of poles, wire, conduits, water gas and sewer pipes or required drainage channels or structures upon the area marked for easements on this plat is hereby granted.

Given under my hand at Salina, Kansas, this 11th day of MAY, A.D. 1979.

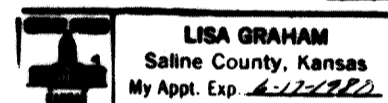
William A. Stannard  
Geraldine F. Stannard

## NOTARY CERTIFICATE

STATE OF KANSAS }  
COUNTY OF SALINE } SS

I, Lisa Graham, a Notary Public in and for said county, in the state aforesaid, do hereby certify that William A. Stannard, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such owners, appeared before me this day in person and acknowledged that they signed and delivered the plat as their own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 11th day of May, A.D. 1979.



Lisa Graham  
Notary Public

## COUNTY CLERK AND CITY CLERK CERTIFICATE

STATE OF KANSAS }  
COUNTY OF SALINE } SS

I do hereby certify that there are no delinquent general taxes, no unpaid current general taxes, no unpaid forfeited taxes, and no redeemable tax sales against any of the land included in the plat.

I further certify that I have received all statutory fees in connection with the plat.

Given under my hand and seal at Salina, Kansas, this 11 day of May, A.D. 1979.

R. L. Armstrong  
County Clerk

Donna M. Mann  
City Clerk

## CERTIFICATE AS TO SPECIAL ASSESSMENTS

STATE OF KANSAS }  
COUNTY OF SALINE } SS

I do hereby certify that there are no delinquent or unpaid current or forfeited special assessments or any deferred installments thereof that have not been apportioned against the tract of land included in the plat.

Given under my hand and seal at Salina, Kansas, this 11 day of May, A.D. 1979.

R. L. Armstrong  
County Clerk

Donna M. Mann  
City Clerk

## SALINA CITY PLANNING COMMISSION CERTIFICATE

STATE OF KANSAS }  
CITY OF SALINA } SS

Approved this 5 day of June, A.D. 1979.

SALINA CITY PLANNING COMMISSION  
SALINA, KANSAS

Joyce P. Vent  
Chairman

ATTEST:

Paul F. Lawless  
Secretary

## CERTIFICATE OF THE CITY COMMISSION

STATE OF KANSAS }  
CITY OF SALINA } SS

Approved this 5 day of June, A.D. 1979.

R. L. Armstrong  
County Clerk

Donna M. Mann  
City Clerk

ATTEST:

Paul F. Lawless  
Secretary

## CERTIFICATE OF THE COUNTY COMMISSIONERS

STATE OF KANSAS }  
COUNTY OF SALINE } SS

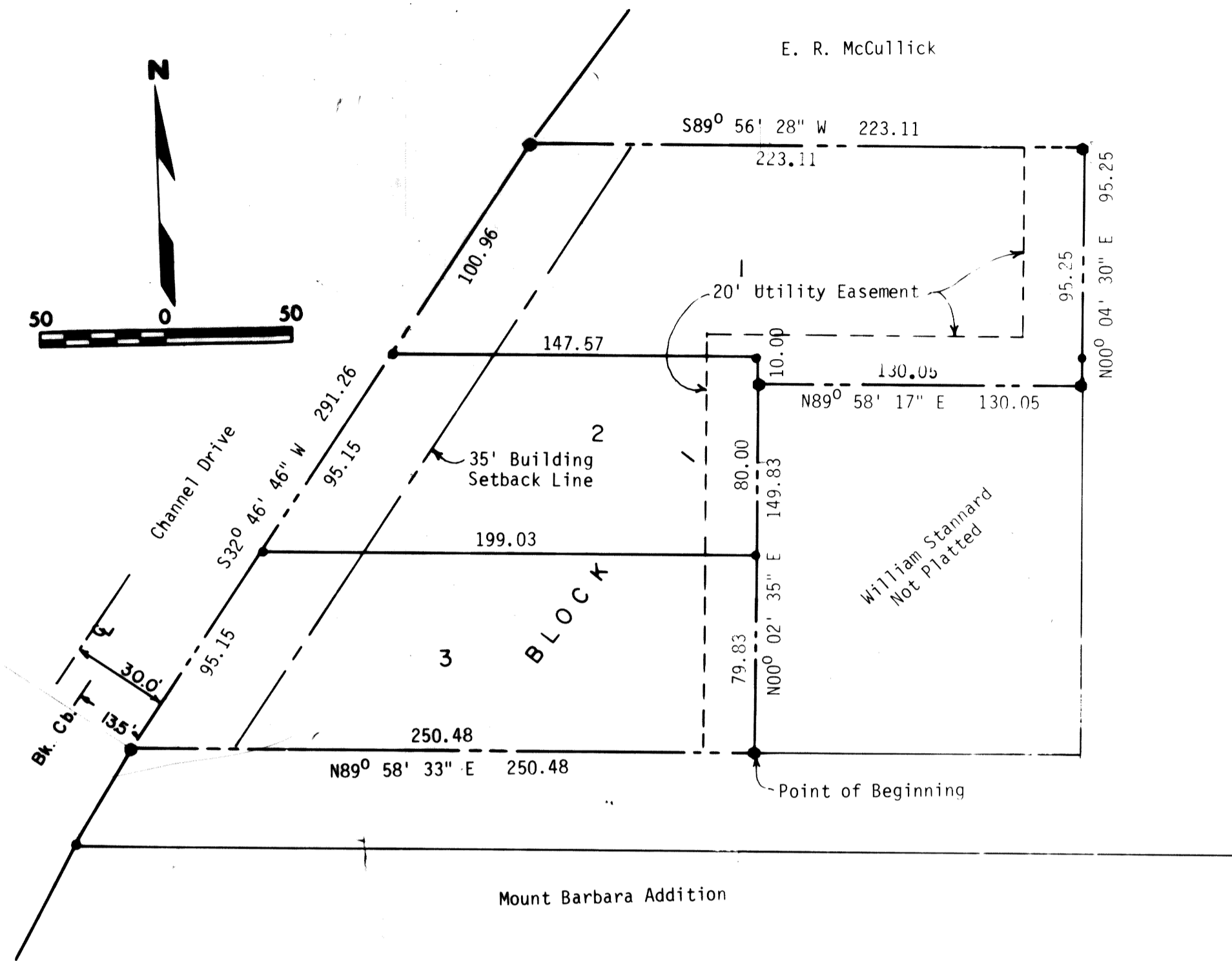
Approved this 12th day of May, A.D. 1979.

BOARD OF COUNTY COMMISSIONERS OF  
SALINE COUNTY, KANSAS

James A. White  
Chairman

ATTEST:

R. L. Armstrong  
County Clerk



## LEGAL DESCRIPTION

### CHANNEL VIEW ADDITION

A tract of land in Lot Two (2) in Surveyor's Plat 34 in the City of Salina, Saline County, Kansas, which is more particularly described as follows:

Beginning at a point 633.0 feet East and 40 feet North of the Southwest corner of said Lot 2; thence N 00° 02' 35" E a distance of 149.83 feet; thence N 89° 58' 17" E a distance of 130.05 feet; thence N 00° 04' 30" E a distance of 95.25 feet; thence S 89° 56' 28" W a distance of 223.11 feet; thence S 32° 46' 46" W a distance of 291.26 feet; thence N 89° 58' 33" E a distance of 250.48 feet to the point of beginning. Said tract containing 1.25 acres, more or less.

## LEGEND

- Addition Boundary
- Lot Line
- Easement Line
- Building Setback Line
- 3/4" x 2" Iron Bar Set in Concrete

## RESTRICTIONS FOR ALL OF THE LOTS IN THE CHANNEL VIEW ADDITION WITHIN THE CORPORATE CITY LIMITS OF SALINA, SALINE COUNTY, KANSAS

These restrictions made and entered into this 28th day of March, 1979, by William Stannard, Geraldine F. Stannard, as the owners of Channel View Addition to the City of Salina, Saline County, Kansas.

1. Whereas, the undersigned, William Stannard, Geraldine F. Stannard, as the owners of Channel View Addition to the City of Salina, Saline County, Kansas.

2. Whereas, the undersigned desires to provide for the ordered development of said real estate as a residential area or district, under conditions and terms which will render said area a desirable and beautiful residential district when fully developed, and which will protect the value of all property in said area for residential purposes; and

3. Whereas, the owners of said addition has or is about to file restrictions relating to said addition for the purposes as desired;

4. Now, therefore, the undersigned, in consideration of the foregoing premises, and of the mutual covenants and agreements hereinafter stated, and to be kept and performed, and of the mutual benefits derived and to be derived and do hereby agree that the restrictions shall be as follows:

5. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two-stories in height, with either an attached private garage or carport for not more than three cars. No garage doors shall face the street but shall be either on the side or rear of the garage. No pickups or other trucks, four-wheel drive vehicles, campers, motor homes, boats or trailers shall be stored in any driveway in view from the street.

6. All houses constructed in this addition shall be two-story or story and a half. The minimum ground floor area exclusive of open porches and garages, shall be not less than 1,300 square feet and the total floor area shall be not less than 2,100 square feet.

7. No building shall be located on any lot nearer than 35 feet to the front line, or nearer than 25 feet to any side street line, or nearer than 7.5 feet to any interior lot line, except that only a three foot side yard shall be required for detached garage or other permitted accessory building located forty-five feet or more from the minimum building set back line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purpose of this covenant, eaves, steps, and over porches shall not be construed to permit any portion of a building or a lot to encroach upon a lot owned by a different owner.

8. No dwelling shall be erected or placed on any lot having a width less than 80 feet at the minimum building set back-line, nor shall any dwelling be erected or placed on any lot having an area of less than 9,000 square feet.

9. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line unless similarly approved.

10. The architectural control committee shall be and is composed of William Stannard, Geraldine F. Stannard, when a house has been constructed on each lot of this addition, this committee will cease to exist. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

William A. Stannard  
Geraldine F. Stannard



VICINITY MAP  
Scale 1" = 100'

12c

WHITE, HUNSLEY & ASSOCIATES  
Consulting Engineers & Surveyors

May, 1979